



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #012-2011**

THIS IS NOT AN ORDER

RETURN

TO: Jason Finke, CPPO, Senior Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: July 27, 2010
Buyer's Email: jfinke@springfieldmo.gov
Telephone Number: 417-864-1624
Fax Number: 417-864-1927
PRE-BID CONFERENCE: Thursday, July 29, 2010 9:00 am
DUE DATE: AUGUST 20, 2010

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO 3:00 P.M. ON FRIDAY, AUGUST 20, 2010. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

BROWNFIELD REMEDIATION, WEST MEADOWS

See attached General Conditions, Specifications, and Bid Form for detailed information.

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Division of Purchases not later than three (3) days prior to the bid opening date.

**CITY OF SPRINGFIELD
INSTRUCTION TO BIDDERS**

01. Opening Location

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

04. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at: www.springfieldmo.gov/egov/finance/bid_center.html

07. IFB Expenses

All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. Right to Protest

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Ethical Standards

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

15. Collusion

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

17. Liability and Indemnity

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. IFB Forms, Variances, Alternates

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. Bid Form

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Bid

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. No Bid

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

23. Prices Bid

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

24. Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

25. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

26. Deviations to Specifications and Requirements

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. Samples (if required)

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

28. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

29. Quality Terms

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

30. Tax-Exempt

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

31. Awards

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

32. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

33. Regulations

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

34. Termination of Award

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

35. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

36. Equal Employment Opportunity Clause

The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

37. Bid Tabulation

Bidders may request a copy of the bid tabulation of the Invitation for Bid.

38. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

39. Additional Purchases by Other Public Agencies

The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

40. Order of Precedence

Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

41. Affidavit for Service Contracts

The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

42. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

**CITY OF SPRINGFIELD
INVITATION FOR BID #012-2011
GENERAL TERMS AND CONDITIONS**

1. **INTRODUCTION:** The City of Springfield, Missouri, Department of Public Works is seeking a contractor to provide Brownfield Remediation for the area commonly known as West Meadows. The contractor shall provide all labor services and materials (as necessary) to complete the scope as specified herein. Terracon to prepare SWPPP but contractor responsible for Termination of construction permit. Terracon to complete the special waste disposal request, but landfill billing goes to contractor.
2. **PRE-BID SITE VISIT:** The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the City any conflicts that may occur among the various provisions of the specifications. The City shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the City shall allow the City to require any change deemed necessary before acceptance by the City. A **pre-bid site visit** will be held for this bid on **JULY 29, 2010 at 9:00 am** at Butler Rosenbury, 3rd Floor Conference Room located at 319 N Main St, Springfield, MO 65806.
3. **INVESTIGATION OF CONDITIONS:** Before submitting a bid, Bidders should carefully examine the specifications, visit the site of the work, and fully inform themselves as to all existing conditions and limitations including verification of measurements and quantities and shall include in the bid a sum to cover the cost of items of work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or item concerning which such Bidder might have fully informed himself prior to the bidding, and the successful Contractor must employ, so far as possible such methods and means in carrying of his work as will not cause any interruption or interference with any other Contractor.
4. **PERFORMANCE BOND AND A LABOR, AND MATERIALS PAYMENT BOND:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000 must be listed in United States Treasury Circular 570.
5. **PREVAILING WAGE REQUIREMENT:** The work performed under this Agreement is subject to the prevailing wage law. It is agreed that all workman employed by the Contractor, and any subcontractor employed under him, will be paid not less than the prevailing wage as determined by appropriate governmental authority and the Annual Wage Order attached hereto and made a part hereof. It is agreed that the contract or sums payable to the Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo. The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by the City of Springfield.

6. **EXCESSIVE UNEMPLOYMENT IN MISSOURI:** Pursuant to Missouri Revised Statute Section 290.560, whenever there is a period of excessive unemployment in Missouri, all public works projects or improvements for any governmental unit shall employ only Missouri laborers and laborers from nonrestrictive states on such projects or improvements, unless such laborers are unavailable or incapable if performing the particular type of work involved and this fact is certified by the contractor and approved by the contracting officer for the governmental unit, then at this time other laborers may be used.
7. **CONSTRUCTION SAFETY PROGRAM:** Effective August 28, 2009 and pursuant to the State of Missouri's RSMO 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.
8. **QUANTITIES:** The quantities listed herein are estimates only and actual usage may be more or less. The City will not guarantee any amount of work related to the contract.
9. **FUNDING:** The funding for the Scope of Working varies from multiple sources. These sources include, but not limited to City of Springfield Grants, Environmental Protection Agency (EPA) Grants, and/or the American Recovery and Reinvestment Act (ARRA); therefore, the contractor shall be responsible for necessary reports to satisfy the requirements of the granting agencies. As some of the funding for the projects outlined in the Scope of Work is being funded through the American Recovery and Reinvestment Act (ARRA) the following requirements shall be applied to the current requirements of the RFP, and shall be followed as applicable.
 - (A) Nondiscrimination in Employment - Bidders on this work will be required to comply with the President's Executive Order Number 11246. Requirements for bidders and contractors under this order are explained in the specifications.
 - (B) Missouri Wage Determination - Missouri Law and 10 CSR 20-4.040(18)k, require the inclusion of state wage determinations in your specification. State wage determinations may be obtained by contacting the Missouri Department of Labor and Industrial -- Relations, Division of Labor Standards, P.O. Box 59, 421 East Dunklin Street, Jefferson City, Missouri 65102. Telephone (314) 751-4091, if applicable.
 - (C) Davis-Bacon - In accordance with ARRA, § 1606, the sub-recipient assures that it, as well as its sub-recipients if required by future OMB guidance, shall fully comply with said section in that notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40,. United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code, if applicable.
 - (D) Non-segregated Facilities – As per the enclosed Certification of Non-segregated Facilities.

- (E) Equal Employment Opportunity - 41 CFR 6044 published April 7, 1978 and amended October 3, 1980, "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) (Notice) and Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) (Specifications), as applicable.
- (F) Debarment and Suspension - Executive Order 12549 - Debarment and Suspension establishes procedures which require EPA to deny any individual, organization, or unit of government the opportunity to participate in federally-assisted programs because of misconduct or poor performance. The General Services Administration (GSA) publication entitled "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" will identify those who are prohibited from the bidding process. The enclosed statement must be included in the "Advertisement for Bids", and the bidders required to submit the enclosed certification with their bid proposal, if applicable.
- (G) Project Sign - A project sign must be prominently displayed at the construction site. The project sign specifications are attached, if applicable.
- (H) Access to Construction Site and Contract Records - The contractor shall provide access to the project site and project records by the, Missouri Department of Natural Resources, the EPA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (I) Historical or Archaeological - Required by P.L. 93-291, if applicable.

If during the course of construction evidence of deposits of historical or archaeological interest is found, the contractor shall cease operations affecting the find and shall notify the owner who shall notify the Missouri Department of Natural Resources and the Director, Division of Parks, P.O. Box 176, 1101 Riverside Dr., Jefferson City, Missouri 65102, Telephone (573) 751-2479. No further disturbances of the deposits shall ensue until the contractor has been notified by the owner that he may proceed. The owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Missouri Department of Natural Resources and the owner. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

- (J) Late Payment Clause - If the City fails to make payment thirty (30) days after receipt of the CONTRACTORS application for payment, in addition to other remedies available to the CONTRACTOR, then shall be added to each such payment interest in accordance with section 34.057 RSMo. (Supp. 1991).
- (K) Buy American - If a project is eligible for a waiver, the enclosed checklist guide should be used for the documentation that must be submitted to EPA for waiver approval. The waiver documents should be emailed to the EPA Regional VII Office at the following email address: region7waiver@epa.gov.

The Contractor acknowledges to and for the benefit of the City of Springfield, Missouri ("Purchaser") and the State of Missouri (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 (ARRA) (or are being made available for a project being funded with monies made available by the federal ARRA) and such law contains provisions

commonly known as "Buy American;" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without prior written consent of the State.

- (L) Clean Air Act - The contractor shall comply with the Clean Air Act (42 U.S.C. 7506(C)), if applicable.
- (M) Clean Water Act - The contractor shall comply with the Clean Water Act (33 U.S.C. 1368), if applicable.
- (N) Contract Work Hours and Safety Standards Act - The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5), if applicable.
- (O) Energy Efficiency Requirements - The contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871). CFR 31.36(i)(13), if applicable.
- (P) False Claims Act -- The contractor, as well as its subcontractors, if required by future OMB guidance, shall promptly refer to the State of Missouri or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.
- (Q) Recycled Materials - In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (U.S.C. 6962), preference shall be given to the procurement of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are contained in 40 CFR 247-254.
- (R) Small Business Act - Prior to awarding contracts, the loan recipient and any contractor awarding subcontracts must take the following affirmative steps in accordance with Section 129 of Public Law 100-590, Small Business Administration Reauthorization and Amendment Act of 1988, if applicable:

- a. Placing Small Business in Rural Areas (SBRA) on solicitation lists;
- b. Ensuring that SBRA's are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's;
- d. Establishing delivery schedules, where the requirements of work will permit which would encourage participation by SBRA's;
- e. Utilizing the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

(S) Storm Water Permit - In accordance with 10 CSR 20-6.200(I)(A) and (1)(B)(7), if the proposed project disturbs one (1) contiguous surface acre or more of land, then a land disturbance permit to discharge storm water is required. If the SRF recipient's population is greater than ten thousand (10,000) or is located within an urbanized area and/or the design flow of the wastewater treatment plant is greater than or equal to 1 MGD, then storm water discharges should be included in the existing NPDES permit. In the first case, the city must ensure that the storm water discharges are covered by their municipal separate storm sewer system (MS4) permit. In the second case, the city should check with the appropriate Regional Office to ensure that storm water discharges are covered in the existing permit for the wastewater treatment plant. For further information, contact the Missouri Department of Natural Resources, Water Protection Program, Permits Section, P.O. Box 176, Jefferson City, Missouri 65102. Telephone: (573) 751-6825.

(T) Employment of Unauthorized Aliens Prohibited - The contractor must comply with section 285.530 RSMo. and, if required, future OMB guidance regarding employment of unauthorized aliens Prohibited. (See Attached Affidavit)

Pursuant to §285.530.1, RSMo, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- (U) Occupational Safety and Health Administration (OSHA) Training – If applicable, the contractor shall comply with section 292.675 RSMo. Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project. (See Attached Affidavit)
- (V) Privity of Contract - Neither the Missouri Department of Natural Resources, its divisions nor its employees are or will be a party to the contract(s) at any tier.
- (W) Geographical Preference Prohibited -40 CFR 31.36 (c)(2) prohibits the use of geographical preferences, if applicable.
- (X) Records Retention – The contractor and all sub-contractors shall retain all project related records for three years after final payment(s) and all other pending matters are closed.
- (Y) MBE/WBE – The following documents will need to be completed if applicable: Missouri State Revolving Fund and State Grant & Loan Program’ Procedures for Implementation of Minority Business Enterprise/Women’s Business Enterprise requirements and the Minority and Women’s Business Enterprise Utilization Worksheet. The contractor shall make and document a good faith effort to use MBE/WBE’s and fill out the reporting forms as applicable. The City’s goals are 10% MBE and 5% WBE.

10. **INSURANCE REQUIREMENTS:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- A. **Workers’ Compensation** Statutory coverage per R.S.Mo. 287.010 et seq
Employer’s Liability \$1,000,000.00
- B. **Commercial General Liability Insurance**, including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such

coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Five Hundred Nine Thousand One Hundred Eighty Six (\$2,509,186.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence.

- C. **Automobile Liability Insurance** covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Five Hundred Nine Thousand One Hundred Eighty Six (\$2,509,186.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence.
 - D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.
 - E. **Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.
11. **REPAIR OF DAMAGES:** It is the responsibility of the Contractor to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Springfield's Representative is to be notified and shall inspect the repairs upon completion.
12. **SAFETY:** Contractor shall comply with all applicable OSHA, State of Missouri Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

OSHA requirements 1910.120

Equipment Operators/Supervisors for the contractor should be 40 hour trained according to OSHA 1910.120. Truck drivers and delivery personnel are not required to be 40 hour trained. Although the site is relatively well characterized, subsurface conditions may change.

A project-specific Health and Safety Plan (HASP) will be prepared by the Contractor to govern the Contractor's field work activities at the site. The Contractor will provide qualified staff with Hazardous Waste Operations and Emergency Response (HAZWOPER) training to perform remediation activities. Site personnel participating in cleanup activities, with the exception of dump truck drivers, surveyors, and delivery personnel, will be required to have HAZWOPER training (per OSHA Hazardous Waste Operations and Emergency Response standard (29 CFR 1910.120)). City reserves the right to ask Contractor for documentation of training.

Excavation activities have the potential for generating dusts impacted by metals. Inhalation and accidental ingestion of soils impacted by metals are considered the principal exposure pathways to personnel engaged in site activities. We are of the opinion that remediation activities can safely be performed in Level D modified personal protective equipment (PPE). If visible airborne dust is generated, excavation activities will be temporarily shut down until dust control/suppression is performed by the contractor.

MEDICAL SURVEILLANCE REQUIREMENTS: Subsurface contamination may be encountered during the course of this investigation. Personnel participating in this project shall be enrolled in a health monitoring program in accordance with the provisions of OSHA 29 CFR 1910.120 and 1910.134.

13. **SITE CLEANLINESS:** The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left at the customer's premises, but shall be disposed of at the Contractor's facilities.
14. **PERMITS:** All permits necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances and regulations bearing on the conduct of the work (as specified).
15. **SANITARY PROVISIONS:** The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and any sanitary regulations of the community in which work is being performed. Temporary toilets shall be provided as required.
16. **OTHER DELAYS:** If the Contractor or his subcontractor experiences documented hindrances or delays which, in his opinion, are not usually to be expected in the performance of the work, and which affect the performance of the work, he may request a change in the agreement. The Contractor shall be entitled to an extension of the time for contract completion, but such contract time of completion shall be extended no more than one day for each day of delay. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. Such hindrances and delays may include, but not be limited to, acts or failures to act by other contractors employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
17. **PUNCH LIST:** A list of incomplete items (typically referred to as a "punch list") will be issued at Substantial Completion provided that no incomplete item will prevent the Owner's use of the space/facility as it is intended to be used, including life safety components. After Substantial Completion and issuance of the "punch list", subsequently discovered items which are not complete, and/or in nonconformance with the Contract may be added to the list until such time as Final Acceptance. Payment and/or exclusion of any item from a "punch list" shall not relieve the Contractor of the obligation to fulfill all requirements of the Contract. All punch list items shall be completed within thirty (30) days of Final Acceptance by the City and prior to final payment.
18. **CHANGES IN WORK:** The City, without giving notice to the surety and without invalidating this contract may make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly. All such work and any approved time extensions shall be added to the contract by Contract addendum. Each contract change shall include all cost required to perform the work including all labor, material, equipment, overhead, profit, delays, disruptions or other miscellaneous expenses. The Contractor shall provide a detailed cost breakdown for all changes in work to the City. The percentage of overhead and profit shall not increase as a result of any change in work.
19. **PROTECTION OF WORK:** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect from injury or loss arising in connection with the contract. He shall make good any such damage, injury, or loss, except as such may be directly due to error in Contract documents.
20. **BASIS FOR AWARD:** Other factors that will be considered besides the lowest price are:
 - A. Quality of workmanship as represented by references;
 - B. Capabilities to do required work; and
 - C. Completion Date.

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the City of Springfield, price and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified which affects the evaluation factors for an award.

Exceptions to the bid may be considered if determined minor in nature and acceptable to the City of Springfield's application. All exceptions shall be noted on the attached "Affidavit of Compliance" form.

21. **BID GUARANTY:** Each bid must be accompanied by a bid guaranty in the form of a cashier's check made payable to the City of Springfield – Director of Finance, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company satisfactory to the City. The guaranty so furnished shall be in the amount not less than five (5) percent of the amount of the total bid price. Checks or bid bonds will be returned to all except the three lowest qualified bidders within ten (10) days after the opening of bids and the remaining checks or bid bonds will be returned within five working (5) days after the City of Springfield and the successful bidder have executed the contract for the work.
22. **PAYMENT TERMS:** The Bidder shall clearly state their prompt payment discount and net payment terms in the space provided on the City's Bid Form or Proposal page. If this section is not completed, the City will assume terms are net 30 days.
23. **PAYMENTS:** Progress payments will be made each month in the amount of 90 percent of the estimated value of the services provided at the job site during the previous calendar month, providing the work is reasonably complete. The City will withhold 10 percent of the amount of each progress payment. The last payment due for each contract will be paid by the City to the Contractor only after the Contractor has furnished the City with an affidavit stating that all persons, firms, or corporations who have furnished labor or materials, employed directly or indirectly in the work, have been paid in full. The City shall rely on said affidavit at face value. The City shall have the right to demand and receive from the Contractor an affidavit stating that payment in full has been made for all labor, services, and materials incorporated into the work, for the period of time for which the progress payment is due. The Contractor does hereby release, remise, and quit claim any and all rights he may enjoy to perfect any lien or any other type of statutory common law or equitable lien against this project.
24. **PAYMENTS WITHHELD:** The City may withhold or nullify in whole or part any payment to the Contractor to such extent as may be necessary to protect the City from loss on account of:
 - A. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for correction of the item or items. The cost of corrective action(s) shall be solely borne by the Contractor.
 - B. A reasonable doubt that the contract can be completed for the balance then unpaid.
 - C. Failure of the Contractor to maintain satisfactory progress in accordance with the Contractors progress schedule.
 - D. When the City is satisfied the Contractor has remedied the above ground(s) for withholding payment, payment shall be made for the amounts withheld.
25. **SUPERINTENDENT:** The Contractor shall keep on site, during progress of the work, a competent Superintendent satisfactory to the City. The Superintendent shall represent the contractor in his absence and all direction given to him shall be as if given to the Contractor. He shall carefully study and compare all drawings, specifications

and other instruction and shall, at once, report to the City and its representatives any errors, inconsistency or omission which he may discover. The Superintendent shall not be changed except for good cause, and with the consent of the City. Within ten (10) calendar days of the Notice of Award, the contractor shall provide the name and qualifications of the Superintendent to the City.

26. **DAILY CONSTRUCTION REPORTS:** The Contractor shall maintain a daily construction report recording the following information concerning events at the site; and submit a duplicate copy to the City at a weekly interval:
1. List of Subcontractors at the site
 2. Approximate count of personnel at the site
 3. High and low temperatures and general weather conditions
 4. Accident and unusual events
 5. Meetings and significant decisions
 6. Stoppages, delays, shortages or losses
 7. Orders and requests of governing authorities
 8. Change Orders received, implemented
 9. Services connected, disconnected
27. **PROGRESS SCHEDULE:** Within ten (10) calendar days after receipt of Notice of Award, the Contractor shall submit to the City for approval, a progress schedule in reproducible form utilizing a critical path method or other similar schedule, showing the rate of progress he agrees to maintain and the order in which he proposes to carry out various phases of work in order to attain the completion date as required by the Contract. Particular attention shall be devoted to those elements to be performed in the early stages of the effort to preclude overstatement that would result in an imbalance in payments and exceed the value of work performed. Work elements shall be limited to those tasks, which will indicate the progress of the work and which, may be readily identified and measured by personnel monitoring the contractor's progress. Normally the percentage factors of each work element should be related to the total value of the contract. No work shall begin without the City's review/approval of the progress schedule.
28. **CHANGES IN WORK:** The City, without giving notice to the surety and without invalidating this contract may make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly. All such work and any approved time extensions shall be added to the contract by Contract addendum. Each contract change shall include all cost required to perform the work including all labor, material, equipment, overhead, profit, delays, disruptions or other miscellaneous expenses. The Contractor shall provide a detailed cost breakdown for all changes in work to the City. The percentage of overhead and profit shall not increase as a result of any change in work.
29. **COMPLIANCE WITH INSTRUCTIONS:** Bidders are instructed to carefully read and comply with all requirements as specified in the Invitation for Bid, general conditions, specifications, plans, drawings and bid forms. Failure to comply with instructions may result in the entire bid being rejected.
30. **TEMPORARY FACILITIES AND CONTROLS:** The Contractor shall maintain temporary facilities and controls in proper safe condition throughout and shall dispose of all materials, including used water and supplies in accordance with all EPA and other governmental requirements.
31. **PROTECTIVE CLOTHING:** Workmen are to wear protective clothing and equipment as recommended by the manufacturer of materials used. In the event the Contractor's personnel have an accident at the work site, the Contractor is required to submit, investigate, and file an accident report.

32. **MISUNDERSTANDINGS:** No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal and the entering into a contract is an agreement with all the items and conditions referred to herein.
33. **ASSIGNED WORK AREAS:** The Contractor shall be responsible to work in only the assigned work areas and only park at the designated areas.
34. **UNIFORMS AND IDENTIFICATION:** Contractor shall provide all employees with distinct, neat, and clean uniforms which shall be required to wear while on city property. All vehicles used by the contractor must be clearly marked as belonging to the contractor.
35. **SPECIFICATION AND PLAN VARIANCE:** If the Contractor observes that the specifications and plans are at a variance therewith, he shall promptly notify the City in writing and any necessary changes shall be adjusted. If the Contractor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.
36. **PROTECTION OF WORK:** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect from injury or loss arising in connection with the contract. He shall make good any such damage, injury, or loss, except as such may be directly due to error in Contract documents.
37. **COORDINATION MEETING:** Representatives of the Contractor shall attend a coordination meeting at a time and date decided by City of Springfield to discuss matters relative to the execution of this project. The Contractor's representative shall attend additional meetings thereafter as required by City of Springfield in order to expedite the work. These meetings shall be held at a place designated by the City.

**CITY OF SPRINGFIELD
INVITATION FOR BID #012-2011
SPECIFICATIONS**

1. **SCOPE OF PROJECT:** Contractor shall provide all labor, materials, equipment, supplies, taxes, insurance, fuels, permits, and any and all other items necessary to complete the work, the removal of materials, and disposal of materials and related work, as specified herein. Contractor shall complete all work.
2. **SPECIFICATIONS:** All work shall be accomplished in accordance with this Scope of Work and the Specifications contained or referenced herein and in accordance with all local, state, and federal rules, laws, and regulations.
3. **REMEDIAL ADCTION PLANS:** Remedial Action Plans for each of the four West Meadow Sites are attached hereto, as Attachments 1, 2, 3 and 4 respectively, and these are considered part of the bid document. These plans shall be used for the basis of the bid and the required clean up.
4. **SIZES & LOCATIONS:** Detailed maps and legal descriptions are provided as Attachment 5, and the attachment is considered part of the bid document.
 - 4.1 Cleanup Site 1 - Jordan Valley West Meadows: Containing 1.26 Acres
 - 4.2 Cleanup Site 2 - Jordan Valley West Meadows: Containing 1.92 Acres
 - 4.3 Cleanup Site 3 - Jordan Valley West Meadows: Containing 2.36 Acres
 - 4.4 Cleanup Site 4 - Jordan Valley West Meadows: Containing 2.69 Acres
5. **SEDIMENT CONTROL:** The Contractor shall provide temporary erosion and sediment control on each respective property prior to the start of demolition operations. Sediment control shall be maintained for the full duration of the project. Contractor shall be responsible for the maintenance of controls and control structures and shall be responsible for any clean-up due to failure or inefficiency of such controls. Sedimentation run-off **shall not be tolerated** and if run-off occurs the Contractor shall take corrective action immediately.
6. **DISCOVERY OF HAZARDOUS MATERIALS:** In the event previously unknown hazardous materials are discovered by the Contractor, the Contractor shall immediately suspend work in the specific location of the hazardous material and immediately notify the City project engineer.
7. **RE-VEGETATION - WEST MEADOWS REMEDIAL ACTION PLAN:** The following is a further explanation to section 6.4 Site Stabilization and Restoration in the RAP (Remedial Action Plan):
 - 7.1 **Areas 1 and Area 2:** These areas are prone to flooding and excessive erosion when the Creek overflows it banks in the Spring rainy season. It is my understanding that these areas will be excavated and existing grades will be lowered dependent on the amount of impacted soil material removed. The areas that will be left will be top dressed with top soil and then seeded. It is my recommendation that the following steps be taken:
 - 7.1.1 After all material has been removed and prior to placement of the top soil, the disturbed areas should be lightly scarified to a depth of 3-6". Then 4"-6" of top soil should be placed prior to seeding. It is very important that the recommendations of the SWPPP be followed in these areas and any temporary structures shall be in place as soon as possible after site soils are graded.
 - 7.1.2 During the timeframe of May 15 through August 31, A **Temporary Cover Crop** of Sorghum Sudangrass hybrid at the following rates should be applied:

- a. Sorghum Sudangrass – 40 lbs./AC

7.1.3 During the timeframe of September 1 through October 31, A temporary cover crop of annual rye/winter oats/white clover at the following rates should be applied:

- a. Annual Rye – 10 lbs./AC
- b. Winter Oats – 10 lbs./AC
- c. White Clover – 10 lbs./AC

7.1.4 During the timeframe of November 1 through May 15 plant the following **Native Grasses and Forbs** at the rates below (after cover crops have been mowed and disked):

- a. Little Bluestem – 7 lbs./AC
- b. Virginia Wild Rye – 2 lbs./AC
- c. Side Oats Grama – 6 lbs./AC
- d. Missouri Primrose – 6 lbs./AC
- e. Black-Eyed Susan – 6 lbs./AC
- f. Prairie Coneflower – 2 lbs./AC

7.2 **Open Space/Lawn Areas:** The Conceptual Landscape Plan shows a trailhead area at the eastern end of Area 1 with a small area of approximately 2,500 sf of mowable turf. Seed with Buffalo Grass at the rate of 2 lbs. /1,000 sf.

7.3 **Area 3 and Area 4:** The above information for Areas 1 and 2, temporary cover crop, applies in these areas as well. In addition, the **Pocket Wetlands** can be seeded with the following during the specified timeframe:

7.3.1 During the timeframe of November 1 thru May 15 plant the following native sedges and forbs at the rates below (after the temporary cover crop has been mowed and disked):

- a. Common Spikerush – .5 lbs./1,000 sf
- b. Common Rush – .5 lbs./1,000 sf
- c. Swamp Milkweed – .25 lbs./1,000 sf
- d. Cardinal Flower – 5 grams/1,000 sf
- e. Blue Lobelia – 10 grams/1,000 sf
- f. Fox Sedge - 50 grams/1,000 sf
- g. Grey's Sedge - 50 grams/1,000 sf

7.3.2 In addition, the **Dry to Wet Meadow** areas can be seeded with the following during the specified timeframe. During the timeframe of November 1 thru May 15 plant the following native grasses and forbs at the rates below (after the temporary cover crop has been mowed and disked):

- a. Little Bluestem - 2 lbs./AC
- b. Prairie Dropseed - 6 lbs./AC
- c. Virginia Wild Rye – 2 lbs./AC
- d. Purple Prairie Clover - 2 lbs./AC
- e. Fox Sedge - 50 grams/1,000 sf
- f. Grey's Sedge - 50 grams/1,000 sf
- g. Culver's Root - 10 grams/1,000 sf
- h. Aromatic Aster - 50 grams/1,000 sf
- i. Purple Coneflower – 5 grams/1,000 sf
- j. Marsh Phlox – 5 grams/1,000 sf

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #012-2011**

SUBMITTED BY _____
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.
 The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

SITE #1

Number of calendar days to start work after receipt of order: _____

Number of calendar days to complete work after start date: _____

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	200 LF	Installation and Removal of Silt Fence	\$ _____	\$ _____
2a.	10 EA	Haybales	\$ _____	\$ _____
2b.	2,500 Sq Ft	Concrete slab removal and disposal - C&D landfill	\$ _____	\$ _____
2c.	100 Tons	Gravel for access road near Site #1 and #2	\$ _____	\$ _____
3.	75 Tons	Soil Excavation and Stabilization Loading, Transportation and Disposal of Special Waste Soil (Springfield Landfill)	\$ _____	\$ _____
3a.	7,000 Cu Yd	Excavate, transport and place soils on Sites #5 through #8; includes maintenance of erosion controls - public roads shall be kept free of soil and debris. Est # of Days to Complete: _____ Est # of Cu Yds per Day: _____	\$ _____ Per Day Rate	\$ _____
3b.	1.26 acres	Final Site Grading - taper sidewalls of excavation and grade pocketed wetland areas. Est # of Days to Complete: _____	\$ _____ Per Day Rate	\$ _____
3c.	3 Rolls	20' x 100' visqueen (6 mil)	\$ _____	\$ _____
3d.	1.26 acres	Scarify (loosen up) prior to placement of soil	\$ _____	\$ _____
3e.	1,037 Cu Yd	Three to six inches of friable, weed-free sandy-loam to loam type soil shall be added on upland areas	\$ _____	\$ _____
4.	1.26 acres	Site Restoration: As specified herein	\$ _____	\$ _____
GRAND TOTAL SITE #1				\$ _____

SITE #2

Number of calendar days to start work after receipt of order: _____

Number of calendar days to complete work after start date: _____

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	1 LS	Mobilization (utility clearance, limited grubbing if needed)	\$ _____	\$ _____
2.	1 LS	Site Preparation Provide all permits. Contractor is responsible for complying with the Springfield Floodplain Management Ordinance.	\$ _____	\$ _____
2a.	350 LF	Installation and Removal of Silt Fence	\$ _____	\$ _____
2b.	2,100 Sq Ft	Concrete slab removal and disposal - C&D landfill	\$ _____	\$ _____
2c.	100 Tons	Gravel for access road near Site #1 and #2	\$ _____	\$ _____
3.	100 Tons	Soil Excavation and Stabilization Loading, Transportation and Disposal of Special Waste Soil (Springfield Landfill)	\$ _____	\$ _____
3a.	800 Cubic Yd	Site #2 (East) excavate, transport and place soils on Sites #5 through #8; includes maintenance of erosion controls - public roads will be kept free of soil and debris. Est # of Days to Complete: _____ Est # of Cu Yds per Day: _____	\$ _____ Per Day Rate	\$ _____
3b.	1,400 Cu Yd	Site #2 (West), excavate and place soils on Sites #5 through #8; includes maintenance of erosion controls. Est # of Days to Complete: _____ Est # of Cu Yds per Day: _____	\$ _____ Per Day Rate	\$ _____
3c.	1 LS	Install 18-inch discharge pipe with inlet (concrete vault with grated inlet) and effluent rock to prevent erosion	\$ _____	\$ _____
3d.	1.92 acres	Final Site Grading - taper sidewalls of excavation and grade pocketed wetland areas. Est # of Days to Complete: _____	\$ _____ Per Day Rate	\$ _____
3e.	1.92 acres	Scarify (loosen up) prior to placement of soil	\$ _____	\$ _____
3f.	395 Cubic Yards	Four to six inches of loamy, weed-free and organic soils should be added to the wetland and wet meadow areas (may be a compost soil mix)	\$ _____	\$ _____
3g.	395 Cubic yards	Three to six inches of friable, weed-free sandy-loam to loam type soil shall be added on upland areas	\$ _____	\$ _____
3h.	.4 acres	Biodegradable mat on mound/slopes	\$ _____	\$ _____
4.	1.92 acres	Site Restoration: As specified herein	\$ _____	\$ _____
GRAND TOTAL SITE #2				\$ _____

SITE #3

Number of calendar days to start work after receipt of order: _____

Number of calendar days to complete work after start date: _____

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	400 LF	Installation and Removal of Silt Fence	\$ _____	\$ _____
2.	30 EA	Haybales	\$ _____	\$ _____
3.	150 Tons	Soil Excavation and Stabilization Loading, Transportation and Disposal of Special Waste Soil (Springfield Landfill)	\$ _____	\$ _____
3a.	11,000 Cu Yd	Site #3 excavate and place soils on Sites #5 through #8; includes maintenance of erosion controls. Est # of Days to Complete: _____ Est # of Cu Yds per Day: _____	\$ _____ Per Day Rate	\$ _____
3b.	2.36 acres	Final Site Grading - taper sidewalls of excavation and grade pocketed wetland areas. Est # of Days to Complete: _____	\$ _____ Per Day Rate	\$ _____
3c.	2.36 acres	Scarify (loosen up) prior to placement of soil	\$ _____	\$ _____
3d.	1,359 Cubic Yards	Four to six inches of loamy, weed-free and organic soils should be added to the wetland and wet meadow areas (may be a compost soil mix)		
3e.	1.2 acres	Biodegradable mat on mound/slopes	\$ _____	\$ _____
4.	2.36 acres	Site Restoration: As specified herein	\$ _____	\$ _____
GRAND TOTAL SITE #3				\$ _____

SITE #4

Number of calendar days to start work after receipt of order: _____

Number of calendar days to complete work after start date: _____

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	200 LF	Installation and Removal of Silt Fence	\$ _____	\$ _____
2.	7,350 Sq Ft	Concrete slab removal and disposal - C&D landfill	\$ _____	\$ _____
3.	75 Tons	Soil Excavation and Stabilization Loading, Transportation and Disposal of Special Waste Soil (Springfield Landfill)	\$ _____	\$ _____
3a.	9,200 Cubic Yards	Site #2 (West), Site #3, and Site #4 - (excavate and place soils on Sites #5 through #8); includes maintenance of erosion controls. Est # of Days to Complete: _____ Est # of Cu Yds per Day: _____	\$ _____ Per Day Rate	\$ _____
3b.	2.69 acres	Final Site Grading - taper sidewalls of excavation and grade pocketed wetland areas. Est # of Days to Complete: _____	\$ _____ Per Day Rate	\$ _____
3c.	2.69 acres	Scarify (loosen up) prior to placement of soil	\$ _____	\$ _____
3d.	1,439 Cubic Yards	Four to six inches of loamy, weed-free and organic soils should be added to the wetland and wet meadow areas (may be a compost soil mix)		
3e.	1.0 acres	Biodegradable mat on mound/slopes	\$ _____	\$ _____
4.	2.69 acres	Site Restoration: As specified herein	\$ _____	\$ _____
GRAND TOTAL SITE #4				\$ _____

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____ % _____ Days, Net _____ Days

City of Springfield
Division of Purchases
218 E Central
Springfield, MO 65802
Ph. 417 864-1620
Fax 417-864-1927

CONTRACTOR

Ph. _____
Fax _____

CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2010, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and _____, a _____ [a Missouri Corporation or describe the entity] hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City of Springfield desires to engage the Contractor to render certain construction services hereafter described in Invitation for Bid #012-2011 which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Contractor submitted a bid dated _____ [and revised bid dated _____] which bid[s] is [are] attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the Contractor has submitted the lowest and best bid for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as **Exhibit C**;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services in strict accordance with the terms of **Exhibit A**, and in accordance with the standard of care, skill and expertise ordinarily used by other members of contractor's profession in performing similar services.

2. **Contract Documents.** The agreement between the City of Springfield and the Contractor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Invitation for Bid, and any amendments thereto, (3) the bid, as accepted, submitted in response to the Invitation for Bid, and (4) the award letter. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Invitation for Bid and amendments thereto shall govern over the Contractor's Bid and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid or the Contractor's Bid. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern. The Contractor is cautioned that the bid shall be subject to acceptance without further clarification.

3. **Modification of Contract.** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

4. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel.**

a. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

b. The contractor represents, in accordance with RSMo Statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

6. **Term.** The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice and shall commence as soon as practicable after the execution of this contract as promised by the Contractor in **Exhibit B**, unless otherwise directed in writing. The term of the Agreement shall be for the period specified in **Exhibit C**.

7. **Appropriation of Funds.**

In the event funds are not appropriated by the Council of the City of Springfield for any term of the contract, any extension thereto or any portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

8. **Payment.**

a. **Conditioned upon acceptable performance.** The City agrees to pay the Contractor in accordance with the prices and terms set forth in **Exhibit B** for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A**.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of _____ Dollars (\$ _____).

9. **Termination of Contract.**

a. **For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

b. **For Convenience:** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

10. **Conflicts.**

a. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

b. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

11. **Assignment.** The Contractor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

12. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

13. **Discrimination.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. **Occupational License:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

15. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

16. **Nonresident/Foreign Contractors.** The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

17. **General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

18. **City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

19. **Liability and Indemnity.** The parties mutually agree to the following:

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify, and hold harmless the City, its elected or appointed officials, agents and employees, from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of or connected with, this contract, or the work of any subcontract there under (the Contractor or hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

c. The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

20. **Insurance.** As per the amounts set forth in the Invitation For Bid, the certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City of Springfield within ten (10) days of the date of receipt of the Award of the contract to the Contractor, and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Jim Tillman, Purchasing Agent
City of Springfield
218 E Central
Springfield, MO 65802

21. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

23. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

24. **Contractor's Responsibility for Subcontractors:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Subcontractor and the City or between any Subcontractors.

25. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

By: _____

Name: _____

Title: _____

Mary Mannix-Decker, Director of Finance

CITY OF SPRINGFIELD, MISSOURI

By: _____

James F. Tillman Jr.
City Purchasing Agent

APPROVED AS TO FORM

Assistant City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of **FULL Contract amount in words and numbers**

Dollars

(\$ _____) to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the ____ day of _____, 2010, enter into a contract with the City of Springfield, Missouri, for:

BROWNFIELD REMEDIATION, WEST MEADOWS, IN ACCORDANCE WITH INVITATION FOR BID #012-2011

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its' or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Springfield, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

In addition to any other remedies which may be had by the City of Springfield, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Springfield, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Greene County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2010, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

Assistant City Attorney

Surety: _____

By: _____

PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS that _____ as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of **FULL Contract amount in words and numbers**

Dollars (\$_____) to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 2010, enter into a contract with the City of Springfield, Missouri, for:

BROWNFIELD REMEDIATION, WEST MEADOWS, IN ACCORDANCE WITH INVITATION FOR BID #012-2011

NOW, THEREFORE, if the above-named principal shall well and truly:

Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the work afore-described, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing hourly rate of wages shall have been so specified).

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of Section 2.5 of the Springfield City code.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right in his name or in the name of the City of Springfield, Missouri, to bring suit upon this bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided by of Section 2.5 (d) of the Springfield City Code.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Greene County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2010, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

Assistant City Attorney

Surety: _____

By: _____

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMO 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

In order to comply with sections 285.525 through 285.550 and 292.675 RSMO, City requires the following bid and contract documents:

1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

- a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Affidavit for any Public Works Project Contract – Effective 8-28-2009, Company shall comply with the provisions of Section 292.675 R.S.Mo. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

3. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). *See attached sample*

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

If you have any questions, please contact the City Purchasing Department at 417- 864-1620.

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security - Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Sample
E-Verify
Memo of Understanding - MOU
Electronic Signature Page

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #012-2011**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES
TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #012-2011** FOR **BROWNFIELD REMEDIATION,
WEST MEADOWS** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY
(PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____